

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:)

FORFEITURES ARISING FROM)
CRIMINAL NO. 94-014 (HL))

MASTER FILE NO. 94-1098 (JAF)

This document relates to
94-1107 (JAF)

UNITED STATES OF AMERICA,)

Plaintiff,)
v.)

APARTMENT 301 LOCATED AT)
CAPARRA CLASSIC,)

Defendant,)

CIVIL NO. 94-1107

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1995 MAY 23 AM 11:24
CLEAN JUDGE
U.S. DISTRICT COURT
SAN JUAN, P.R.

STIPULATION FOR COMPROMISE SETTLEMENT AND DISMISSAL

TO THE HONORABLE COURT:

COMES NOW, plaintiff United States of America, and claimant
Lourdes Colon represented by their respective undersigned attorneys
and very respectfully state and pray as follows:

1. That the parties do hereby agree to settle and
compromise the above-entitled action with regard to the captioned
property Apartment 301 located at Caparra Classic Condominium upon
the terms indicated below.

2. That Lourdes Colon is the owner of the captioned defendant
property having purchased it from registered owner Eduardo Gonzalez
Camp and his wife Vivian Zabala. That there are no other claimants
or owners to this property with the exception of lienholders.

3. That Lourdes Colon has made an offer to the United States
to compromise this case in the amount of \$122,500.00 which offer
has been accepted by the United States.

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4. That this stipulation for compromise settlement shall not be construed as an admission of liability or fault on the part of the claimant Lourdes Colon and is a compromise of disputed claims.

5. In exchange for the dismissal of the above captioned action against the defendant property, claimant Lourdes Colon agrees to pay the United States of America the amount of \$122,500.00. That at the moment of signing of this stipulation claimant through his attorney has tendered to the United States a check payable to the United States Department of Justice for \$122,500.00 in satisfaction of this Stipulation, such monies to be disposed according to law.

6. That in light of the above, the United States agrees to move for the dismissal with prejudice of this action against the defendant property.

7. That the claimant Lourdes Colon hereby releases and forever discharges the United States, its officers, agents, and employees, from any and all actions, causes of action, suits, proceedings, damages, claims, and/or demands whatsoever in law or equity which claimant, his/her heirs, successors, or assigns ever had, now have, or may have in the future in connection with the nucleus of operative facts giving rise to the seizure, and forfeiture of the defendant located at Apartment 301, Caparra Classic Condominium, with all appurtenances and improvements thereon.

8. That the claimant Lourdes Colon, further agrees to hold and save the United States, its officers, agents and employees,

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harmless from any claims by any others, including costs and expenses for or on account of any and all lawsuits or claims of any character whatsoever, in connection with the nucleus of operative facts giving rise to the seizure, detention and forfeiture of the defendant property located at Apartment 301, Caparra Classic Condominium, with all appurtenances and improvements thereon.

9. That the parties shall each bear their own costs, expenses and attorneys fees.

WHEREFORE, the above appearing parties respectfully request this Honorable Court to approve this Stipulation for Compromise Settlement and in its consequence to issue Judgment dismissing with prejudice this case.

Dated: May 22/95

United States Attorney

Jose Vazquez
Assistant United States Attorney
Attorney for the Plaintiff
United States of America
Phone 766-5656

Dated: Apr 22/05

Jose M. Pagan, Esq.
Attorney for Claimant
Lourdes Colon
Phone 722-6828

